

TOWN OF SMITHFIELD

310 Institute Street, P.O. Box 246, Smithfield, VA 23431  
(757) 365-4200 - Fax (757) 365-0215

LAND DISTURBING AGREEMENT

PERMIT NO.: LDP - \_\_\_\_\_

In accordance with the provisions set forth in the Town of Smithfield's Zoning Ordinance, Design and Construction Standards Manual, and the Virginia Erosion and Sediment Control Handbook, the following agreement as well as duly executed bonding documents and notarized power of attorney, shall be legally executed by the person engaging in the land disturbing activity. Said documents must be reviewed and approved as to form by the Town Attorney for the Town of Smithfield prior to acceptance by the authorized agent of the Town of Smithfield.

Know all men by those presents, that we, \_\_\_\_\_, whose business address is \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held firmly bound unto the Town of Smithfield, Virginia, as Obligee, in the penal sum of \_\_\_\_\_ for the payment thereof to the Obligee, the Principal and Surety bind themselves, jointly and severally, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents and do each hereby waive their homestead exemption as to this debt and obligation.

Whereas, the Principal has made application to the Town of Smithfield, Virginia, for a **Land Disturbing Permit** as therein described and said Town has approved said application and issued a permit for said land disturbing activity subject to a bond being posted with the Town of Smithfield, Virginia, and to be continued in effect until the Town certifies that all provisions of the Town Zoning Ordinance, Design and Construction Standards manual and the Virginia Erosion and Sediment Control Handbook have been complied with.

Now, therefore, the conditions of this obligation are such that if \_\_\_\_\_, as Principal shall comply with all requirements of the Town of Smithfield, Virginia, including the following:

\_\_\_\_\_ and shall well and timely perform the obligations imposed thereby, then this obligation shall be fulfilled and terminated, otherwise, it shall remain in full force and effect.

In witness whereof, the Principal has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_.

BY: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Name of Surety  
\_\_\_\_\_

BY: \_\_\_\_\_ (Seal)  
Signature  
\_\_\_\_\_  
Print Name and Title

Virginia Registered Agent:  
(applicable to out-of-state surety provider)

\_\_\_\_\_  
(Print Name and Address)  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Approved as to form - Attorney for the Town of Smithfield

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted as agent for the Town of Smithfield

\_\_\_\_\_  
Date